Town of Paradise Alternative Program Debris Removal Bid Form

Service	Bid Amount
Site 1 – Public Works Shop, 933 American Way (1,600 SF)	\$58,619.00
Site 2 – Fire Station #3, 1249 Wagstaff Road (3,230 SF)	\$70,626.00
Site 3 – RDA Building, 5456 Black Olive Drive (3,750 SF)	\$57,920.00
Site 4 – Quonset Hut, 5656 Sierra Park Drive (1,120 SF)	\$38,376.00
Site 5 – Residence, 5733 Pentz Road (2,189)	\$56,240.00
тот	AL \$281,781.00

^{*}The Town reserves the right to delete any portions of the scope of work listed above from the contract. A complete Alternative Program Plan will be required for each site. Details are listed in the proposed contract in this Bid Package.

Submitted by: 3/5/19 Signature Date

Business Name/Address/Phone Number:

Business Name: Engineering/Remediation Resources Group, Inc.

Address: 4585 Pacheco Blvd Suite 200 Martinez, CA 94553

Telephone Number: 925-969-0750

ADDENDUM NO. 1

Alternative Program Debris Removal Contract 19-04

February 20, 2019

OWNER:

Town of Paradise 5555 Skyway Paradise, CA 95969 (530) 872-6291 (530) 877-5059 (fax)

GENERAL:

Scope:

- 1. The purpose of this Addendum No. 1 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
- 2. This Addendum consists of 1 page.

Acknowledgment:

1. This Addendum shall be signed by the bidder, dated and <u>submitted with the proposal</u> for the project.

CLARIFICATION IS PROVIDED AS FOLLOWS:

QUESTION 1:

Has the Town completed required asbestos site surveys for any of the project

locations?

ANSWER 1:

No. Completion of the asbestos site surveys shall be the responsibility of the contractor. The contractor shall prepare their bid assuming there is no asbestos on these sites. In the event asbestos is discovered, the Town shall issue a Contract Change Order to account for the additional expenses to remediate.

BIDDER:		PREPARED BY:	
Engineering/Remediation Resource (ERRG)	ces Group, Inc.	LCLACO	2/20/2019
NAME 4585 Pacheco Blvd Suite 200		TOWN OF PARADISE	DATE
ADDRESS 1 Martinez, CA 94553			
ADDRESS 2 SIGNATURE	03/05/2019		

END OF ADDENDUM

ADDENDUM NO. 2

Alternative Program Debris Removal Contract 19-05 February 27, 2019

OWNER:

Town of Paradise 5555 Skyway Paradise, CA 95969 (530) 872-6291 (530) 877-5059 (fax)

GENERAL:

Scope:

- The purpose of this Addendum No. 1 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
- 2. This Addendum consists of <u>3</u> pages.

Acknowledgment:

1. This Addendum shall be signed by the bidder, dated and <u>submitted with the proposal</u> for the project.

CLARIFICATION IS PROVIDED AS FOLLOWS:

QUESTION 1:

Is there a planned job walk for the project?

ANSWER 1:

No, however, contractors are allowed to inspect worksites during normal business

hours.

QUESTION 2:

Is there a bid, payment and performance bonds required for the project?

ANSWER 2:

Yes, please see below and attached to this addendum.

MODIFICATION TO THE PROJECT SPECIFICATIONS ARE AS FOLLOWS:

1. Bidder's Bond:

Each bid must be accompanied by cash, cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer made payable to the Town of Paradise for an amount equal to at least ten percent (10%) of the total bid amount, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

2. Payment and Performance Bond:

The successful bidder shall furnish two bonds for the contract. As required under Section 9550 of the Civil Code, the successful bidder shall furnish a Payment Bond; provided that the bond shall be in the amount of one-hundred percent (100%) of the contract price to guarantee the payment of claims of laborers, mechanics, or material men employed to work under the contract.

In addition, the bidder shall furnish a Performance Bond in the amount of one-hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

ADDENDUM NO. 3

Alternative Program Debris Removal Contract 19-04 February 28, 2019

OWNER:

Town of Paradise 5555 Skyway Paradise, CA 95969 (530) 872-6291 (530) 877-5059 (fax)

GENERAL:

Scope:

- 1. The purpose of this Addendum No. 3 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
- 2. This Addendum consists of 1 pages.

Acknowledgment:

1. This Addendum shall be signed by the bidder, dated and <u>submitted with the proposal</u> for the project.

CLARIFICATION IS PROVIDED AS FOLLOWS:

QUESTION 1:

Is there an Engineer's Estimate for the subject project?

ANSWER 1:

Yes, \$300,000.

MODIFICATION TO THE PROJECT SPECIFICATIONS ARE AS FOLLOWS:

1. Schedule:

Following execution of contracts (typically 2 weeks from the date of award), the Town of Paradise shall issue a Notice to Proceed. From the date of the Notice to Proceed, the Contractor shall submit Alternative Program Application and Work Plans with Butte County Environmental Health within five business days for all properties. Following approval to proceed with the Work Plan for the County, the Contractor shall commence work on the subject projects in the following priority and timelines:

Priority	Address	Maximum Days from County Approval
1	933 American Way	10
2	1249 Wagstaff Road	20
3	5456 Black Olive Drive	25
4	5656 Sierra Park Drive	28
5	5733 Pentz Road	31

From: Mattox, Marc

Sent: Tuesday, February 26, 2019 11:55 AM
To: 'Ryan Bormann' < ryan.bormann@errg.com >
Cc: Spencer Slominski < spencer.slominski@errg.com >

Subject: RE: Town of Paradise Alternative Fire Debris Removal Project

Hi Ryan:

See below in red

Marc Mattox

Assistant Town Manager
Public Works Director / Town Engineer
Town of Paradise
(530) 72-6291 x125
www.townofparadise.com



From: Ryan Bormann < ryan.bormann@errg.com > Sent: Tuesday, February 26, 2019 10:26 AM

To: Mattox, Marc <<u>mmattox@townofparadise.com</u>>
Cc: Spencer Slominski <<u>spencer.slominski@errg.com</u>>

Subject: RE: Town of Paradise Alternative Fire Debris Removal Project

Hello Mr. Mattox,

An additional question to add to the list below, we are assuming this project is to be prevailing wage. Yes Is there a particular wage determination to be used? Locally funded, whichever State Determination rates are in effect at the time of work.

Respectfully,

Ryan Bormann

Superintendent | Engineering/Remediation Resources Group, Inc. (ERRG)



15333 N.E. 90th Street Redmond, WA 98052

Main: (425) 658-5026 Mobile: (858) 349-1502 Ryan.Bormann@errg.com

www.errg.com

BIDDER:		PREPARED BY:	
Engineering/Remediation Resources Group (ERRG)	o, Inc.		
NAME 4585 Pacheco Blvd Suite 200	_	TOWN OF PARADISE	DATE
ADDRESS 1 Martinez, CA 94558 ADDRESS 2 ADDRESS 3 ADDRESS 2 ADDRESS 3 AD)		

END OF ADDENDUM



February 27, 2019

RECEIVED MAR 0 1 2019

Angela Vitale/Elaine Slocum ENGINEERING/REMEDIATION RESOURCES GROUP, INC. 4585 Pacheco Blvd., Suite 200 Martinez, CA 94553

Re: TOWN OF PARADISE, DEPARTMENT OF PUBLIC WORKS

Project: Debris removal services for 5 properties in the Town of Paradise due to damage from the Camp Fire.

Estimated Contract Price: \$ 300,000.00

Bid Date: 3/5/2019 Surety: ARGO GROUP

Dear Angela/Elaine:

Enclosed please find the above captioned bid bond, executed per your request.

The bid bond must be signed by an authorized representative of your company, notarized and sealed with the corporate seal if applicable. It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,

Rosa Rivas

Record #2705378

Your bid results are very important, please mail this information back to the address below, or email your Aon representative within 5 days of the bid opening.

1.	\$ \$		Contract Price	
2. 3.	9			
J				
Where did you place	And your price \$			
If awarded contract, is final bond rec	uired? Yes	No 🗌		

Bidder's Bond

Alternative Program Debris Removal Contract No. 19-05

unto the Town of Paradise, Department of F	, as Principal, and <u>Argonaut Insurance Company</u> , as Surety, are bound Public Works, hereafter referred to as "Obligee," in the penal sum of ten of the Principal submitted to the Obligee for the project work described dourselves jointly and severally.
THE CONDITION OF THIS OBLIGA	ATION IS SUCH, THAT:
	to the Obligee for Alternative Program Debris Removal for which bids Skyway, Paradise, California, on <u>March 5th, 2019</u> .
the Notice to Contractors, Special Provisions presented to Principal for signature, enters i and files two bonds with the Obligee, one to g	I is awarded the contract and, within the time and manner required under s, Bids, and Contract for this project work, after the prescribed forms are nto a written contract, in the prescribed form, in accordance with the bid, guarantee faithful performance of the contract and the other to guarantee by law, then this obligation shall be null and void; otherwise, it shall remain
	bond by the Obligee and judgment is recovered, the Surety shall pay all ding a reasonable attorney's fee to be fixed by the court.
Dated: February 27th , 2019	
	By: Argonaut Insurance Company By: Rosa E. Rivas, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County ofLos Angeles
On FEB 2 7 2019 before me, <u>Vanessa Fong, Notary Public</u> , personally appeared
Rosa E. Rivas who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by-his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

VANESSA FONG
COMM. # 2213982
LOS ANGELES COUNTY
NOTARY PUBLIC-CALIFORNIA Z
MY COMMISSION EXPIRES
SEPTEMBER 14, 2021

WITNESS my hand and official seal.

Signature of Nøtary Public

Argonaut Insurance Company Deliveries Only: 225 W. Washington, 24th Floor

Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Thomas S. Branigan, KeAna Diane Wapato, Simone Gerhard, Edward C. Spector, Nathan R. Varnold, Marina Tapia, April Martinez, Samantha Fazzini,
Rosa E. Rivas

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$75,000,000,00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company

by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written

EALMS EL M WHEN

Kathun M. Muls

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the

FEB 2 7 2019



James Bluzard , Vice President-Surety



CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE



License Number **743750**

Eren CORP

ENGINEERING REMEDIATION RESOURCES GROUP INC

Classifications) A HAZ

Experiation Diate 12/31/2019

www.cslb.ca.gov

